



**Bank of America**

0-002A054

RECORDATION NO. 13001-F FILED 1423

JAN 2 1990 -12 00 PM

December 29, 1989

INTERSTATE COMMERCE COMMISSION

JAN 2 11 55 AM '90  
MOTOR CARRIER UNIT

The Honorable Noreta R. McGee  
Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Attention: Mildred Lee

Dear Madam Secretary:

We enclose for recordation pursuant to 49 U.S.C. § 11303 the original and a counterpart of an Assignment and Assumption Agreement, dated as of December 29, 1989.

The Assignment is a secondary document, as defined in 49 C.F.R. § 1177.1(b). It relates to the following primary documents:

1. Conditional Sale Agreement, dated as of January 1, 1981, filed with ICC on March 26, 1981 at 12:10 p.m., Recordation No. 13001; and
2. Lease of Railroad Equipment, dated as of January 1, 1981, filed with ICC on March 26, 1981, at 12:10 p.m., Recordation No. 13001-B.

The names and addresses of the parties to the Assignment are as follows:

Assignor: BA Leasing & Capital Corporation  
Two Embarcadero Center  
Suite 2800  
San Francisco, California 94111  
Attention: Contract Administration

Assignee: General Electric Railcar Services  
Corporation  
33 West Monroe Street  
Chicago, Illinois 60603

The Honorable Noreta R. McGee  
December 29, 1989  
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A general description of the railroad equipment covered by the Assignment is as follows:

Thirty (30) 100-ton, 4,000 cu. ft. high-side coal hopper cars bearing identification marks and numbers OGEX1153 through OGEX1182.

We request that this Assignment also be indexed under the name of the assignee, General Electric Railcar Services Corporation.

A brief summary of the Assignment to appear in the index follows:

Same units as in above primary documents bearing identification marks and numbers OGEX1153 through OGEX1182.

We enclose the fee of \$15.00 for recordation. Please file-stamp and return to General Electric Railcar Services Corporation, 33 West Monroe Street, Chicago, Illinois 60603, Attention: John S. Reichner, the original Assignment and the enclosed copy of this transmittal letter.

Very truly yours,

BA LEASING & CAPITAL  
CORPORATION

By Wayne P. Weir

REGISTRATION NO. 13001-F FILED 1425

JAN 2 1990 12 00 PM

INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT dated as of December 29, 1989, is entered into by and between BA LEASING & CAPITAL CORPORATION (as successor by merger to Delos Leasing Corporation) ("Assignor"), a California corporation, and GENERAL ELECTRIC RAILCAR SERVICES CORPORATION ("Assignee"), a Delaware corporation.

W I T N E S S E T H:

WHEREAS, Assignor wishes to assign, transfer, and convey to Assignee, and Assignee wishes to receive and accept, all of Assignor's right, title and interest in and to the Owner Interests set forth in Appendix 1 (the "Owner Interests"), which Owner Interests relate to rolling stock leased to Oklahoma Gas and Electric Company.

NOW, THEREFORE, the parties agree as follows:

Section 1. Assignment of Owner Interests.

Assignor hereby assigns, transfers and conveys to Assignee as of the date hereof all of its right, title and interest in, to and under the Owner Interests. Assignee accepts and receives all such right, title and interest in, to and under the Owner Interests.

Section 2. Assumption of Liabilities. Assignee assumes all of the duties and obligations of Assignor

hereafter accruing or arising incident to or related to the Owner Interests. Assignor shall not be responsible to any other party to the agreements set forth in Appendix 1 for the discharge or performance of any such duties or obligations to be performed or discharged pursuant to or in connection with the agreements set forth in Appendix 1 after the date hereof. Assignee confirms that as of the date hereof it shall be deemed a party to those agreements set forth in Appendix 1 to which Assignor is a party, and Assignee agrees to be bound by all the terms of, and to undertake all such obligations of, Assignor contained therein.

Section 3. Exception. Notwithstanding the foregoing assignment, Assignor shall be entitled to pursue claims accruing or arising incident to its interests in the Owner Interests on or before the date hereof, and all its rights and remedies related to such claims, for (a) payments of indemnity now or hereafter due under the agreements related to the Owner Interests from any obligor thereunder, and/or (b) insurance payments or proceeds, provided, however, that any obligor's liability for such claims shall not exceed the liability it would have incurred if the assignment had not been made.

Section 4. Indemnity.

(a) Assignee agrees to indemnify and save and hold harmless Assignor from and against any and all loss, liability, claims, and causes of action accruing or arising under the agreements set forth in Appendix 1 after the date hereof by reason of any act, event, or omission occurring subsequent to the date hereof which are asserted against Assignor as a party to the agreements set forth in Appendix 1.

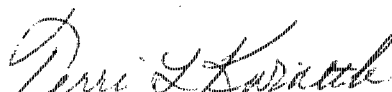
(b) Assignor agrees to indemnify and save and hold harmless Assignee from and against any and all loss, liability, claims, and causes of action which may have accrued or arisen under the agreements set forth in Appendix 1 on or prior to the date hereof by reason of any act, event, or omission occurring on or prior to the date hereof and which are asserted against Assignee as a party to the agreements set forth in Appendix 1.

Section 5. Miscellaneous. Each party to this Agreement shall execute and deliver such instruments, documents and other written information and take such other actions as the other parties may reasonably require in order to carry out the intent of this Agreement. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be

executed in one or more counterparts, all of which taken together shall constitute one instrument. This Agreement is made and entered into in California, and the laws of California shall govern the validity and interpretation hereof and the performance of the parties hereto of their respective duties and obligations.


IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement.

BA LEASING & CAPITAL  
CORPORATION  
(as successor by merger to  
Delos Leasing Corporation)

By:   
Its: Vice President

By:   
Its: Vice President

GENERAL ELECTRIC RAILCAR  
SERVICES CORPORATION

By:   
Its: Vice President

Assignment and Assumption Agreement, dated  
as of December 29, 1989. Oklahoma Gas and Electric 1981.

APPENDIX 1  
OWNER INTERESTS

All right, title and interest of BA Leasing & Capital Corporation, as successor in interest to Wells Fargo Equipment Leasing Corporation, in, to and under:

1. The Participation Agreement dated as of January 1, 1981 among The First National Bank and Trust Company of Oklahoma City, as Agent (the "Agent"), Oklahoma Gas and Electric Company (the "Lessee"), Thrall Car Manufacturing Company (the "Builder"), Wells Fargo Equipment Leasing Corporation (the "Vendee"), and The Midland Mutual Life Insurance Company (the "Investor").

2. The Conditional Sale Agreement dated as of January 1, 1981 between Thrall Car Manufacturing Company and Wells Fargo Equipment Leasing Corporation (the "Conditional Sale Agreement").

3. The Lease of Railroad Equipment dated as of January 1, 1981 between Wells Fargo Equipment Leasing Corporation and Oklahoma Gas and Electric Company.

4. The Assignment and Assumption Agreement (Oklahoma Gas and Electric 1981) dated as of September 29, 1989, among Wells Fargo Leasing Corporation, Delos Leasing Corporation, and BA Leasing & Capital Corporation.

5. All documents, agreements, certificates and opinions delivered pursuant to or in connection with the above agreements, and all amendments thereof and supplements thereto.

6. The Equipment, as defined in the Conditional Sale Agreement.

APPENDIX 2  
NOTICE PARTIES

Vendor

With a copy to:

Thrall Car Manufacturing Company  
2521 S. State Street  
Chicago Heights, Illinois 60411  
Attention: Mike Casey, Vice President Finance  
Telephone: (312) 757-5900

With a copy to:

Carroll, Hartigan & McCauley, Ltd.  
1 North LaSalle Street  
Chicago, Illinois 60602  
Attention: John M. Hartigan  
Telephone: (312) 236-3575

Assignee

The First National Bank and Trust Company of Oklahoma City  
4500 West Memorial Road  
Oklahoma City, Oklahoma 73125  
Account No. 63-0520-99 (Re: OG&E 1981-1)  
Attention: Mr. John Brown  
Corporate Trust Department  
Telephone: (405) 752-1150

With a copy to:

First Interstate Bank of Oklahoma, N.A.  
120 North Robinson Avenue, 7E Trust Division  
Oklahoma City, Oklahoma 73125-0189  
Attention: Clarence Bagwell  
Corporate Trust Department  
Telephone: (415) 272-4000

Lessee

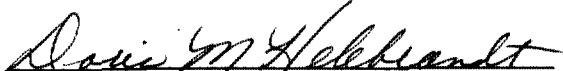
Oklahoma Gas & Electric Company  
321 North Harvey Street  
Oklahoma City, Oklahoma 73101  
Attention: Al Strecker, Treasurer/Gertrude Whaley  
Telephone: (415) 272-9741



State of Illinois)  
County of Cook )

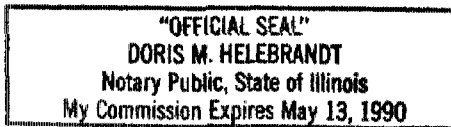
ss:

On this 27th day of December, 1989, before me personally appeared Paul A. Lechner, to me personally known, who, being by me duly sworn, says that he is a Vice-President of General Electric Railcar Services Corporation, and that the foregoing Agreement was signed on behalf of said corporation by authority of its Board of Directors. Further, he acknowledged that the execution of the foregoing Agreement was the free act and deed of said corporation.

  
Notary Public

[Notarial Seal]

My commission expires:

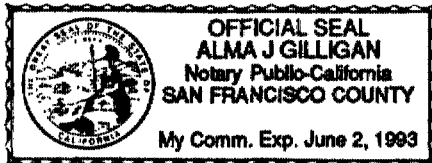


ACKNOWLEDGMENT

State of California            )  
                                  )ss.  
County of San Francisco    )

On this 28 day of December, in the year 1989,  
before me, the undersigned, a Notary Public, in and for the  
State of California, duly commissioned and sworn, personally  
appeared TERRI L. KWIATEK and WAYNE P. WEINER, ~~personally~~  
~~known to me~~ (or proved on the basis of satisfactory  
evidence) to be the persons who executed the within  
instrument as Vice Presidents of BA Leasing & Capital  
Corporation, the corporation that executed the within  
instrument, and acknowledged to me that such corporation  
executed the within instrument pursuant to its bylaws or a  
resolution of its Board of Directors.

IN WITNESS WHEREOF, I have hereunto set my hand and  
affixed my official seal on the date set forth above in this  
certificate.



*Alma J. Gilligan*  
\_\_\_\_\_  
Notary Public in and for said  
State

My Commission Expires 6-2-93